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THE CITY OF NEW YORK

OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705

<http://nyc.gov/olr>**JAMES F. HANLEY**

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*

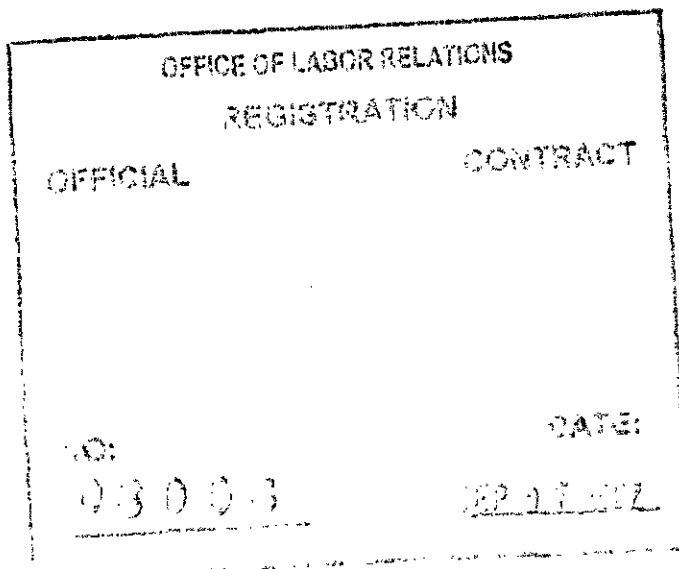
SUBJECT: EXECUTED CONTRACT: REAL ESTATE TITLES, ET AL

TERM: JULY 1, 2005 TO MARCH 2, 2008

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and District Council 37 on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: SEP 9 2 2007



**Real Estate Titles, et al.
2005-2008 Agreement**

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Real Estate Titles, *et al.*
2005-2008 Agreement

AGREEMENT entered into this 7th day of Sept, 2007, by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as "the Employer"), and District Council 37, AFSCME, AFL-CIO (hereinafter referred to as "the Union"), for the thirty-two (32) month and two day period from July 1, 2005 to March 2, 2008.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I -- UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

40410	Appraiser (Real Estate)
40401	Appraiser Trainee (Real Estate)
40210	Assessor
40205	Assistant Assessor
40201	Assistant City Assessor
81706	Assistant Real Estate Repairer
30755	Assistant Rent Examiner
80136	Assistant Supervising Real Estate Manager
03720	Assistant Supervising Real Estate Manager (OTB)
40551	Associate Mortgage Analyst
80122	Associate Real Property Manager
40202	City Assessor

32415	Demolition Inspector
40550	Mortgage Analyst
30767	Principal Rent Examiner
30820	Principal Title Examiner
80110	Real Estate Manager
81707	Real Estate Repairer
80102	Real Property Assistant
80112	Real Property Manager
80097	Relocation Aide
90573	Repair Crew Chief (HDA)
90571	Repair Crew Worker (HDA)
90576	Repair Shop Manager (HDA)
40430	Right of Way Negotiator
40415	Senior Appraiser (Real Estate)
40215	Senior Assessor
32435	Senior Demolition Inspector
33810	Senior Rent Inspector
90574	Senior Repair Crew Chief (HDA)
40431	Senior Right of Way Negotiator
30810	Senior Title Examiner
40420	Supervising Appraiser (Real Estate)
40220	Supervising Assessor
32455	Supervising Demolition Inspector
30766	Supervising Rent Examiner
33820	Supervising Rent Inspector
30805	Title Examiner

Section 2.

The terms "employee" and "employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II -- DUES CHECKOFF

Section 1.

- a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."
- b. Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE III -- SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours. In accordance with Article IX, Section 24 of the 1995 – 2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a part-time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

Per diem rate: 1/261 of the appropriate minimum basic salary.

Hourly Rate: 35 hour week basis: 1/1827 of the appropriate minimum basic annual salary.

- d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2.

Employees in the following title(s) shall be subject to the following specified salary(ies), salary adjustment(s), and/or salary range(s):

A. Effective July 1, 2005

TITLE:	i. Hiring Rate (1) <u>Minimum #</u>	i. Incumbent Rate (2) <u>Minimum</u>	ii. <u>Maximum</u>
Appraiser (Real Estate) ***	\$41,943	\$48,235	\$59,953
Appraiser Trainee (Real Estate) *			
Level I	\$31,521	\$36,249	Flat Rate
Level II	\$35,970	\$41,366	Flat Rate
Assessor	\$41,943	\$48,235	\$59,953
Assistant City Assessor *			
Level I	\$30,270	\$34,810	\$37,161
Level II	\$35,292	\$40,586	\$43,936
Assistant Real Estate Repairer	\$21,803	\$25,073	\$28,577
Asst. Sprvsg Real Estate Mngr (incl OTB) **	\$39,666	\$45,616	\$57,484
Associate Housing Development Specialist	\$53,905	\$61,991	\$73,299
Associate Mortgage Analyst **	\$53,905	\$61,991	\$73,299
Associate Real Property Manager *			
Level I	\$40,287	\$46,330	\$57,484
Level II	\$47,287	\$54,380	\$64,512
City Assessor *			
Level I	\$41,943	\$48,235	\$54,878
Level II	\$48,005	\$55,206	\$61,733
Level III a	\$55,673	\$64,024	\$74,309
Level III b	\$57,670	\$66,321	\$74,309
Level IV	\$59,681	\$68,633	\$78,894
Demolition Inspector	\$36,090	\$41,503	\$51,240
Housing Development Specialist	\$41,943	\$48,235	\$59,953
Mortgage Analyst **	\$41,943	\$48,235	\$59,953
Principal Title Examiner	\$39,955	\$45,948	\$59,953
Real Estate Manager **	\$30,702	\$35,307	\$45,178
Real Estate Repairer	\$23,810	\$27,382	\$31,038
Real Property Assistant	\$25,086	\$28,849	\$34,296
Real Property Manager *			
Level I	\$32,316	\$37,163	\$45,178
Level II a	\$36,429	\$41,893	\$50,008
Level II b	\$38,726	\$44,535	\$53,487
Relocation Aide **	\$22,436	\$25,801	\$29,187
Repair Crew Chief (HDA)	\$28,652	\$32,950	\$40,281
Repair Crew Worker (HDA)	\$24,129	\$27,748	\$31,689
Repair Shop Manager (HDA)	\$39,065	\$44,925	\$57,326
Right of Way Negotiator	\$39,955	\$45,948	\$59,953
Senior Appraiser (Real Estate) ***	\$47,098	\$54,163	\$68,498
Senior Demolition Inspector	\$39,951	\$45,944	\$56,974
Senior Repair Crew Chief (HDA)	\$36,106	\$41,522	\$52,719
Senior Right of Way Negotiator	\$47,098	\$54,163	\$68,498
Senior Title Examiner	\$32,140	\$36,961	\$44,964
Supervising Appraiser (Real Estate) ***	\$53,909	\$61,995	\$73,300
Supervising Assessor **	\$53,909	\$61,995	\$73,300
Supervising Demolition Inspector	\$44,466	\$51,136	\$62,653
Title Examiner	\$29,275	\$33,666	\$43,936

B. Effective August 1, 2006

TITLE:	i. Hiring Rate (1) <u>Minimum</u>	i. Incumbent Rate (2) <u>Minimum</u>	ii. <u>Maximum</u>
Appraiser (Real Estate) ***	\$42,783	\$49,200	\$61,152
Appraiser Trainee (Real Estate) *			
Level I	\$32,151	\$36,974	Flat Rate
Level II	\$36,690	\$42,193	Flat Rate
Assessor	\$42,783	\$49,200	\$61,152
Assistant City Assessor *			
Level I	\$30,875	\$35,506	\$37,904
Level II	\$35,998	\$41,398	\$44,815
Assistant Real Estate Repairer	\$22,238	\$25,574	\$29,149
Asst. Sprvsg Real Estate Mngr (incl OTB) **	\$40,459	\$46,528	\$58,634
Associate Housing Development Specialist	\$54,983	\$63,231	\$74,765
Associate Mortgage Analyst **	\$54,983	\$63,231	\$74,765
Associate Real Property Manager *			
Level I	\$41,093	\$47,257	\$58,634
Level II	\$48,233	\$55,468	\$65,802
City Assessor *			
Level I	\$42,783	\$49,200	\$55,976
Level II	\$48,965	\$56,310	\$62,968
Level III a	\$56,786	\$65,304	\$75,795
Level III b	\$58,823	\$67,647	\$75,795
Level IV	\$60,875	\$70,006	\$80,472
Demolition Inspector	\$36,811	\$42,333	\$52,265
Housing Development Specialist	\$42,783	\$49,200	\$61,152
Mortgage Analyst **	\$42,783	\$49,200	\$61,152
Principal Title Examiner	\$40,754	\$46,867	\$61,152
Real Estate Manager **	\$31,316	\$36,013	\$46,082
Real Estate Repairer	\$24,287	\$27,930	\$31,659
Real Property Assistant	\$25,588	\$29,426	\$34,982
Real Property Manager *			
Level I	\$32,962	\$37,906	\$46,082
Level II a	\$37,157	\$42,731	\$51,008
Level II b	\$39,501	\$45,426	\$54,557
Relocation Aide **	\$22,884	\$26,317	\$29,771
Repair Crew Chief (HDA)	\$29,225	\$33,609	\$41,087
Repair Crew Worker (HDA)	\$24,611	\$28,303	\$32,323
Repair Shop Manager (HDA)	\$39,847	\$45,824	\$58,473
Right of Way Negotiator	\$40,754	\$46,867	\$61,152
Senior Appraiser (Real Estate) ***	\$48,040	\$55,246	\$69,868
Senior Demolition Inspector	\$40,750	\$46,863	\$58,113
Senior Repair Crew Chief (HDA)	\$36,828	\$42,352	\$53,773
Senior Right of Way Negotiator	\$48,040	\$55,246	\$69,868
Senior Title Examiner	\$32,783	\$37,700	\$45,863
Supervising Appraiser (Real Estate) ***	\$54,987	\$63,235	\$74,766
Supervising Assessor **	\$54,987	\$63,235	\$74,766
Supervising Demolition Inspector	\$45,356	\$52,159	\$63,906
Title Examiner	\$29,860	\$34,339	\$44,815

Section 4. New Hires

- a. The appointment rate for an employee newly hired on or after July 1, 2005 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsections 2A(i)(1), 2B(i)(1) and 2C(i)(1). On the two year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in subsection 2A(i)(2), 2B(i)(2) and 2C(i)(2) of this Article III.
- b. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.
- ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- c. For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before July 1, 2005, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2A(i)(2), 2B(i)(2) and 2C(i)(2) of this Article III:
- i. Employees who return to active status from an approved leave of absence.
- ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
- iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
- iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
- v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
- vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
- vii. A provisional employee who is appointed directly from one provisional appointment to another.
- viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case

interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4.

Section 5.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, for the title formerly occupied, effective on the date indicated shall be applied.

Section 6.

In the case of an employee on leave of absence without pay the salary rate of such employee shall be changed to reflect the salary adjustments specified in Article III.

Section 7. Advancement Increase

A person permanently employed by the employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Personnel Rules and Regulations of the City of New York or, where the Personnel Rules and Regulations are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

<u>TITLE</u>	<u>7/1/05</u>	<u>8/1/06</u>	<u>2/1/07</u>
Appraiser (Real Estate)	\$1,532	\$1,563	\$1,626
Associate Mortgage Analyst	\$1,639	\$1,672	\$1,739
Associate Real Property Manager Level I	\$1,589	\$1,621	\$1,686
City Assessor Level I	\$1,532	\$1,563	\$1,626
Mortgage Analyst	\$1,532	\$1,563	\$1,626
Principal Title Examiner	\$1,532	\$1,563	\$1,626
Real Property Manager Level I	\$1,205	\$1,229	\$1,278
Repair Crew Chief (HDA)	\$1,255	\$1,280	\$1,331
Repair Shop Manager (HDA)	\$1,639	\$1,672	\$1,739
Right of Way Negotiator	\$1,532	\$1,563	\$1,626
Senior Appraiser (Real Estate)	\$1,639	\$1,672	\$1,739
Senior Demolition Inspector	\$1,366	\$1,393	\$1,449
Senior Repair Crew Chief (HDA)	\$1,589	\$1,621	\$1,686
Senior Right of Way Negotiator	\$1,639	\$1,672	\$1,739

Senior Title Examiner	\$1,312	\$1,338	\$1,392
Supervising Appraiser (Real Estate)	\$1,699	\$1,733	\$1,802
Supervising Demolition Inspector	\$1,532	\$1,563	\$1,626

Section 8. Assignment Level Increase

An employee assigned to a higher assignment level shall receive as of the effective date of such assignment, either the appointment rate for the assigned level or the rate received in the former level plus the specified amount listed below, whichever is greater:

<u>TITLE</u>	<u>7/1/05</u>	<u>8/1/06</u>	<u>2/1/07</u>
Associate Real Property Manager Level II	\$1,699	\$1,733	\$1,802
City Assessor Level II	\$1,699	\$1,733	\$1,802
Real Property Manager Level IIA	\$1,312	\$1,338	\$1,392
-Level IIB	\$1,425	\$1,454	\$1,512

+NOTE:

Level Increase – Denotes payment made due to an assignment to a higher level within a title.

Section 9. Longevity Increment

- a. Employees with 15 years or more of “City” service in pay status (except those eligible for a longevity differential pursuant to subsection 10.b.) shall receive a longevity increment of \$800 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection a. shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.
- c. The provisions of Section 3(c)(ii) of this Agreement shall not apply to the longevity differential set forth in this Section 9.

Section 10. Longevity Differentials

- a. Employees in the titles Mortgage Analyst and Associate Mortgage Analyst shall be eligible for longevity differentials after seven (7) years of service as set forth below:

<u>TITLE</u>	<u>7/1/05</u>	<u>8/1/06</u>	<u>2/1/07</u>
Associate Mortgage Analyst **, **	\$1,399	\$1,427	\$1,484
Mortgage Analyst**	\$1,399	\$1,427	\$1,484

The longevity differentials described in this Section 10.a. do not become part of the basic salary rate. Service eligibility is computed on the basis of the length of service in the appropriate occupational group. Eligibility of new qualifiers for the longevity differential shall be on the January 1, April 1, July 1, or October 1 subsequent to the new qualifier’s anniversary date. The longevity differential shall not be pensionable until the employee has received it for two years.

- b. Employees in the below-listed titles shall be eligible for the longevity differentials set forth below:

TITLE

Appraiser (Real Estate)
Assessor
City Assessor
Senior Appraiser (Real Estate)
Supervising Appraiser (Real Estate)
Supervising Assessor

<u>7/1/05</u>	<u>8/1/06</u>	<u>2/1/07</u>
After 7 Years - \$1,539	After 7 Years - \$1,570	After 7 Years - \$1,633
After 15 years - \$2,238	After 15 years - \$2,283	After 15 years - \$2,374
(An Additional \$699)	(An Additional \$713)	(An Additional \$741)

The longevity differentials described in this Section 10.b do not become part of the basic salary rate. Service eligibility is computed on the basis of the length of service in the appropriate occupational group. Eligibility of new qualifiers for the longevity differential shall be on the January 1, April 1, July 1, or October 1 subsequent to the new qualifier's anniversary date. The longevity differential shall not be pensionable until the employee has received it for two years.

- c. Employees in the below-listed titles shall be eligible for the longevity differentials set forth below:

TITLE

Assistant Supervising Real Estate Manager (incl OTB) **
Associate Real Property Manager Level I, II **
Real Estate Manager **
Real Property Assistant **
Real Property Manager Level I, IIa, IIb **

<u>7/1/05</u>	<u>8/1/06</u>	<u>2/1/07</u>
After 3 years - \$394	After 3 years - \$402	After 3 years - \$418
After 7 years - \$1,372	After 7 years - \$1,399	After 7 years - \$1,455
(An additional -\$978)	(An additional -\$997)	(An additional -\$1,037)

The longevity differentials described in this Section 10.c. do not become part of the basic salary rate. Service eligibility is computed on the basis of the length of service in the appropriate occupational group. Eligibility of new qualifiers for the longevity differential shall be on the January 1, April 1, July 1, or October 1 subsequent to the new qualifier's anniversary date. The longevity differential shall not be pensionable until the employee has received it for two years.

- d. Employees in the below-listed title shall be eligible for a longevity differential after seven (7) years of service as set forth below:

<u>TITLE</u>	<u>7/1/05</u>	<u>8/1/06</u>	<u>2/1/07</u>
Assistant City Assessor **	\$977	\$997	\$1,037

Employees in the title listed above are also eligible to receive the longevity increment described in Section 9.

The longevity differential described in this Section 10.d. does not become part of the basic salary rate. Service eligibility is computed on the basis of the length of service in the appropriate occupational group. Eligibility of new qualifiers for the longevity differential shall be on the January 1, April 1, July 1, or October 1 subsequent to the new qualifier's anniversary date. The longevity differential shall not be pensionable until the employee has received it for two years.

* Service in the title Project Development Coordinator or Project Services Specialist and/or Housing Development Specialist counts toward the longevity requirement for employees in the title Associate Mortgage Analyst.

**Employees in the titles listed above are also eligible to receive the longevity increment described in Section 9.

Section 11. Assignment Differential

An assignment differential in the pro-rated annual amount as specified below shall continue to be paid to a total of no more than six (6) Assistant City Assessors who are assigned on a regular and continuing basis to perform duties above the routine level in an "in charge capacity" during the period for which any such differential is provided. The payment of such differential shall continue only during the period of such assignment. The payment of such differential and any specified assignment on which it may be based shall not be construed as an advancement to any higher title and any such assignment is revocable at any time. In the event that an affected employee is removed from such assignment the assignment differential shall be discontinued.

<u>TITLE</u>	Effective: <u>7/1/05</u>	Effective: <u>8/1/06</u>	Effective: <u>2/1/07</u>
Assistant City Assessor - "In-Charge" capacity	\$1,487	\$1,517	\$1,578

Section 12. Recurring Increment Payment

- a. Full-time employees covered by this Agreement shall be eligible to receive the Recurring Increment Payments set forth below:

<u>Years of Service</u>	<u>7/1/05</u> <u>Increment</u>	<u>7/1/05</u> <u>Total RIP</u>
After 6 Years	\$168	\$168
After 7 Years	\$168 plus (additional \$166)	\$334
After 8 Years	\$334 plus (additional \$168)	\$502
After 9 Years	\$502 plus (additional \$168)	\$670
After 10 Years	\$670 plus (additional \$169)	\$839
After 11 Years	\$839 plus (additional \$167)	\$1,006

After 12 Years	\$1,006 plus (additional \$167)	\$1,173
After 13 Years	\$1,173 plus (additional \$169)	\$1,342
After 14 Years	\$1,342 plus (additional \$167)	\$1,509
After 15 Years	\$1,509 plus (additional \$171)	\$1,680
After 16 Years	\$1,680 plus (additional \$168)	\$1,848
After 17 Years	\$1,848 plus (additional \$169)	\$2,017
After 18 Years	\$2,017 plus (additional \$121)	\$2,138
After 19 Years	\$2,138 plus (additional \$51)	\$2,189
After 20 Years	\$2,189 plus (additional \$49)	\$2,238

<u>Years of Service</u>	<u>8/1/06 Increment</u>	<u>8/1/06 Total RIP</u>
After 6 Years	\$171	\$171
After 7 Years	\$171 plus (additional \$170)	\$341
After 8 Years	\$341 plus (additional \$171)	\$512
After 9 Years	\$512 plus (additional \$171)	\$683
After 10 Years	\$683 plus (additional \$173)	\$856
After 11 Years	\$856 plus (additional \$170)	\$1,026
After 12 Years	\$1,026 plus (additional \$170)	\$1,196
After 13 Years	\$1,196 plus (additional \$173)	\$1,369
After 14 Years	\$1,369 plus (additional \$170)	\$1,539
After 15 Years	\$1,539 plus (additional \$175)	\$1,714
After 16 Years	\$1,714 plus (additional \$171)	\$1,885
After 17 Years	\$1,885 plus (additional \$172)	\$2,057
After 18 Years	\$2,057 plus (additional \$124)	\$2,181
After 19 Years	\$2,181 plus (additional \$52)	\$2,233
After 20 Years	\$2,233 plus (additional \$50)	\$2,283

<u>Years of Service</u>	<u>2/1/07 Increment</u>	<u>2/1/07 Total RIP</u>
After 6 Years	\$178	\$178
After 7 Years	\$178 plus (additional \$177)	\$355
After 8 Years	\$355 plus (additional \$177)	\$532
After 9 Years	\$532 plus (additional \$178)	\$710
After 10 Years	\$710 plus (additional \$180)	\$890
After 11 Years	\$890 plus (additional \$177)	\$1,067
After 12 Years	\$1,067 plus (additional \$177)	\$1,244
After 13 Years	\$1,244 plus (additional \$180)	\$1,424
After 14 Years	\$1,424 plus (additional \$177)	\$1,601
After 15 Years	\$1,601 plus (additional \$182)	\$1,783
After 16 Years	\$1,783 plus (additional \$177)	\$1,960
After 17 Years	\$1,960 plus (additional \$179)	\$2,139
After 18 Years	\$2,139 plus (additional \$129)	\$2,268
After 19 Years	\$2,268 plus (additional \$54)	\$2,322
After 20 Years	\$2,322 plus (additional \$52)	\$2,374

- b. The RIPs shall be based upon years of City service and shall be paid in addition to the Longevity increment set forth in Section 9 and the longevity differential set forth in Section 10. RIPs shall be payable on the January 1, April 1, July 1, or October 1 subsequent to the qualifying employees anniversary date, subject to the rules for eligibility set forth in Appendix B of this Agreement.

Section 13. Training Fund

A training fund contribution at the rate of twenty-five dollars (\$25) per annum shall be made to the District Council 37 Education Fund on behalf of each full-time per annum incumbent in the title of Repair Crew Worker (HDA) only, provided however that no contribution shall be made to such fund during any period in which the separate agreement between the Employer and District Council 37 relating to the operation of such fund is of no force and effect.

ARTICLE IV -- WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, or its successor Agreement(s), the Welfare Fund provisions of the 1995-2001 Citywide Agreement as amended or any successor(s) thereto shall apply to employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the Citywide Agreement, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 2.

The Union agrees to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

Section 3.

In accordance with the Health Benefits Agreement dated January 11, 2001, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active employee to widow(er)s, domestic partners and/or children of any employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

ARTICLE V -- PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

Section 1. Performance Levels

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.
- b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. Supervisory Responsibility

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions listed in Article I, Section 1, of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.
- b. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

Section 3. -- Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance. The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE VI -- GRIEVANCE PROCEDURE

Section 1. Definition

The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status;
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law upon a permanent employee covered by Section 75(1) of the Civil Service Law where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed;
- g. A claimed wrongful disciplinary action taken against a provisional employee who has served for two years in the same or similar title or related occupational group in the same agency;
- h. A claimed wrongful disciplinary action taken against a non-competitive employee as defined in Section 7 of this Article.

Section 2.

The Grievance Procedure, except for grievances as defined in Section 1 d., e., g., and h. of this Article, shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the employees may present the grievance at Step I.

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1 c., no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to,

alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in Step I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

STEP I The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The Employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

STEP II An appeal from an unsatisfactory determination at STEP I or shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in STEP I. The appeal must be made within five (5) work days of the receipt of the STEP I determination. The agency head or designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

STEP III An appeal from an unsatisfactory determination at STEP II shall be presented by the Employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the STEP II determination. The grievant or the Union should submit copies of the STEP I and STEP II grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from STEP II determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

STEP IV An appeal from an unsatisfactory determination at STEP III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the STEP III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and

direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the Employee or Employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

- a. Any grievance under Section 1.d. relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within fifteen (15) days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within seventy-five (75) days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 5. Disciplinary Procedure for Permanent Competitive Employees

In any case involving a grievance under Section 1.e. of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

If the Employee is satisfied with the determination in STEP A, above, the Employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law. As a

condition of accepting such determination, the Employee shall sign a waiver of the Employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law.

- STEP B(i) If the Employee is not satisfied with the determination at STEP A above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law. As an alternative, the Union with the consent of the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the employee and the Union shall file a written waiver of the right to utilize the procedures available to the employee pursuant to Sections 75 and 76 of the Civil Service Law or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.
- STEP B(ii) If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of STEP A, above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totalling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.
- STEP C If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.
- STEP D If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in this Agreement.

Section 6. Disciplinary Procedure for Provisional Employees

In any case involving a grievance under Section 1.g. of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

- STEP A Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by

the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

- STEP B(i) If the Employee is not satisfied with the determination at STEP A, above, then the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement through STEP III. The Union, with the consent of the Employee, shall have the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.
- STEP B(ii) An appeal from the determination of STEP A above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the Employee and the Union for review of the grievance and shall issue a determination to the Employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.
- STEP C If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.
- STEP D If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in this Agreement.

Section 7. Disciplinary Procedure for Non-Competitive Employees

Grievances relating to a claimed wrongful disciplinary action taken against a non-competitive Employee shall be subject to and governed by the following special procedure. The provisions contained in this Section shall not apply to any of the following categories of employees covered by this contract:

- a. Per diem employees.
- b. Temporary employees.
- c. Probationary employees.
- d. Trainees, provisionals, and non-competitive employees with less than three (3) months service in the title.
- e. Competitive class employees.
- f. Employees covered by Section 75(1) of the Civil Service Law.

Step I(n) Following the service of written charges upon an employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

Step II(n) If the Employee is dissatisfied with the decision in Step I(n) above, he/she may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth herein.

Section 8.

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at STEP III of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group grievance."

Section 9.

If a determination satisfactory to the Union at any step of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at STEP III of the Grievance Procedure; or if a satisfactory STEP III determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at STEP IV of the Grievance Procedure.

Section 10.

If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except that only the Union may invoke impartial arbitration under STEP IV.

Section 11.

The Employer shall notify the Union in writing of all grievances filed by employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

Section 12.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

Section 13.

A non-Mayoral agency not covered by this Agreement but which employs Employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 14.

The grievance and the arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

Section 15. Expedited Arbitration Procedure

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not be limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedure shall apply:
 - i. SELECTION AND SCHEDULING OF CASES:
 - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.
 - (2) The parties shall have ten (10) business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.

- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten (10) business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. CONDUCT OF HEARINGS

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two (2) weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII -- BULLETIN BOARDS: EMPLOYER FACILITIES

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the employees to read. All notices shall be on Union stationery, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with the Employer's business.

ARTICLE VIII -- NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE IX -- CITYWIDE ISSUES

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement. Employees in Rule X titles shall receive the benefits of the Citywide Agreement unless otherwise specifically excluded herein.

ARTICLE X -- UNION ACTIVITY

Time spent by employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity" or any other applicable Executive Order.

ARTICLE XI -- LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty (50) employees covered by this Agreement.

Section 2.

Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3.

Each labor-management committee shall consist of six (6) members who shall serve for the term of this Agreement. The Union shall designate three (3) members and the agency head shall designate three (3) members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairperson from among its members at each meeting. The chairpersonship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

ARTICLE XII -- MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are applicable only to the following titles within the bargaining unit as described in Article I, Section 1, of this agreement:

Repair Crew Chief (HDA)
Repair Crew Worker (HDA)
Repair Shop Manager (HDA)
Senior Repair Crew Chief (HDA)

Lockers

The employer agrees to have installed, when possible, lockers suitable to hang clothes.

Washing Facilities--Showers, Wash-up Sinks

The employer will agree to supply the materials to the employees to construct such facilities, provided all necessary approvals such as submission of required plans, alteration permits, etc., are received and also the approval of the owner, if it is not a city-owned facility.

Replacement of Uniforms

There shall be a replacement policy for worn-out uniforms. When there is a legitimate on the job wear and tear of the garment, then it shall be replaced with the approval of the Repair Shop Manager. Should the garment be damaged through negligence, then the employee shall be responsible for replacement of same.

Work Schedules

Upon request of the employees, an alternate schedule may be granted, and if so, only on a full crew basis. There shall be no change in the work schedule without prior discussion with the Union.

Rotation

Week-end and holiday work shall be rotated among all employees in the titles of Repair Crew Worker (HDA), Repair Crew Chief (HDA), and Senior Repair Crew Chief (HDA).

Tools

The Employer shall provide the basic tools and supplies necessary.

The employee shall be responsible for all tools issued to the employee. Once those tools have been returned to the designated area for safe-keeping, the employee's responsibility ceases.

Vacation Scheduling

In the scheduling of vacations for employees, pursuant and subject to the vacation policy and procedures of the agency, the Employer agrees that all authorized vacation picks for employees shall be by seniority in the employee's Civil Service title.

Transfers

Employees covered by this Article in the Department of Housing Preservation and Development shall be governed by the following transfer policy:

In all transfers of employees in the Department of Housing Preservation and Development covered by this Article, the Employer shall give consideration to the employees' past record of satisfactory work performance, ability to perform the duties required in the new assignment, seniority, travel distance, voluntary transfer list and availability of a vacancy which can be filled.

For purposes of this Article, a transfer shall mean the shifting of an employee from one location to another without any significant change in duties, responsibilities and remuneration, except that no initial assignment of newly appointed employees, after an initial period of training, shall be a transfer.

The Employer shall not transfer any employee covered by this Article as a penalty without the presentation of charges in accordance with established disciplinary procedures.

The term seniority shall mean an employee's service in his/her title, including uninterrupted provisional service and temporary Civil Service.

The term travel time shall mean running time established by the Transit Authority and/or any private carrier.

The term voluntary transfer request list shall mean a list maintained by the Employer of all requests for transfers made by the Employees.

All things being equal, the order of priority for transfers shall be as follows:

a. Voluntary Transfers

- i. Employees from the voluntary transfer request list in order of Citywide seniority.
- ii. Any additional volunteers in seniority order.

b. Involuntary Transfers

- i. Non-volunteers by inverse order of seniority.

Field Work Assignments

Employees of the Department of Housing Preservation and Development and the Department of Citywide Administrative Services who are assigned to field work may request to be accompanied by another employee. The parties understand and agree that decisions regarding such requests by the individual(s) authorized to consider them is subject, among other things, to the availability of another employee to accompany the employee making the request. Denial of the request shall not be subject to the grievance procedure or arbitration.

ARTICLE XIII -- FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

ARTICLE XIV -- APPENDICES

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XV -- SAVINGS CLAUSE

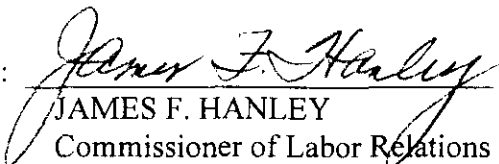
In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XVI -- CONTRACTING OUT

The problem of "contracting out" or "farming out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XI of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this 7th day of Sept, 2007,

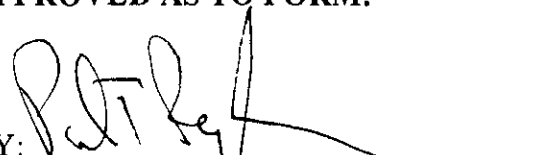
FOR THE CITY OF NEW YORK AND RELATED
PUBLIC EMPLOYERS AS DEFINED HEREIN:

BY: 
JAMES F. HANLEY
Commissioner of Labor Relations

FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO

BY: 
LILLIAN ROBERTS
Executive Director

APPROVED AS TO FORM:

BY: 
PAUL T. REPPEN
Acting Corporation Counsel

SUBMITTED TO THE FINANCIAL CONTROL BOARD:

DATE: _____

UNIT: REAL ESTATE

TERM: July 1, 2005 to March 2, 2008

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO:	DATE:
<u>03003</u>	<u>SEP 07 07</u>

Appendix A

Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 9, of the 2005-2008 Real Estate Titles, *et al.*, Agreement.

1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information.
 2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
 3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:
 - a. Time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the New York City Personnel Director or the appropriate personnel authority of a covered organization.
 - b. Time prior to a reinstatement.
 - c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
 - d. Time not in pay status of 31 days or less.
- Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.
4. Once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS

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<http://nyc.gov/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

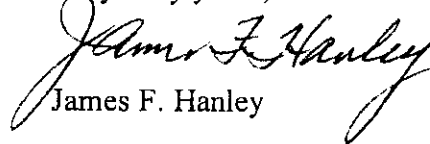
Lillian Roberts
Executive Director
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, New York 10007

Dear Ms. Roberts:

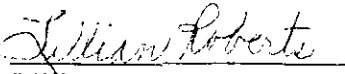
The paragraph entitled Field Work Assignments in Article XII (Miscellaneous Provisions) of the 2005-2008 Real Estate Titles, et al. Agreement shall be applicable to the titles listed in Article I, Section 1. of the collective bargaining agreement.

The parties understand and agree that decisions regarding such requests by the individual(s) authorized to consider them is subject, among other things, to the availability of another employee to accompany the employee making the request. Denial of the request shall not be subject to the grievance procedure or arbitration.

Very truly yours,


James F. Hanley

For District Council 37,
AFSCME, AFL-CIO

By: 
Lillian Roberts
Executive Director

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